



MONTANA DEPARTMENT OF TRANSPORTATION

INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number:
#HWY-309524-RP

IFB Title:
RAYNOLDS PASS REST AREA MAINTENANCE, BOZEMAN DIVISION

IFB Due Date and Time:
APRIL 14, 2010
3:00 pm, Local Time

Number of Pages: 34

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
MARCH 16, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, (406) 444-7696

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309524-RP
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001**

Mark Face of Envelope/Package:

IFB Number: HWY-309524-RP

IFB Due Date: APRIL 14, 2010

SEALED BIDS will be received and publicly opened
in the **Billings** office at 3:00 pm

ATTACHMENTS: 3

Exhibit 1 – Core Area Map, Door Counter Log &
Prevailing Wage Rates

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number (Cannot be Social Security Number):

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

BILL TO: DEPT OF TRANSPORTATION
PO BOX 1110
BOZEMAN MT 59771-1110

SITE LOCATION: DEPT OF TRANSPORTATION
RAYNOLDS PASS REST AREA
US-287, MILEPOST 15.8

Questions regarding the bidding process may be directed to Richele Parkhurst at (406) 657-0274 in Billings, and questions regarding the site may be directed to Pat Kenney at (406) 494-9603 in Butte. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0 STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a resulting purchase order, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or resulting purchase order.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of the resulting purchase order and any change order that may result from the purchase order. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the resulting purchase order and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the resulting purchase order, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section at (406) 657-0274 in Billings.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. GENERAL INFORMATION AND REQUIREMENTS

2.1. INSURANCE REQUIREMENT

- 2.1.1. General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the Contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.
- 2.1.2. Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 2.1.3. Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- 2.1.4. Additional Insured Status: The Montana Department of Transportation, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.
- 2.1.5. Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with limits of \$500,000 per person (personal injury), \$1,000,000 per occurrence (personal injury), and \$100,000 per occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- 2.1.6. Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the Contractor.
- 2.1.7. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to Department, its officers, officials, employees, and volunteers; or (2) The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- 2.1.8. Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the Department's purchase order number or contract number. This insurance must be valid for the entire contract period. The Montana Department of Transportation, Purchasing Services Section, Attn: Richele Parkhurst, PO Box 20437, Billings, Montana 59104-0437 must receive all required certificates and endorsements within 10 days from the date of Request of Documents Notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place.

The Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

2.2. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Purchasing Services Section with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (2005 Mont. Laws, ch. 448, § 1, Mont. Code Ann. §§ 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

2.3. CODE AND PERMIT REQUIREMENTS

Successful Contractor agrees that all work performed as a result of award of the project detailed herein shall meet or exceed all applicable city, county, state and federal codes. Failure to research said codes will not relieve the successful Contractor of his/her responsibility regarding code compliance. The Contractor shall be responsible for all required permits, licenses, fees and inspections associated with the project.

2.4. PROJECT SITE

Each Contractor must visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful Contractor of his/her obligations to furnish all materials and labor necessary to carry out each provisions of the resulting purchase order. Contractor shall adequately protect the project site, adjacent property and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to his/her action or neglect.

The Contractor shall allow the Department access to the Project.

2.5. PRE-BID CONFERENCE AND SITE INSPECTION

All Contractors **must attend** a scheduled pre-bid conference and site inspection. This is a mandatory requirement of this Invitation for Bid. The time and date of the **mandatory** pre-bid conference and site inspection will be held on April 7, 2010 at the Raynolds Pass Rest Area located at milepost 15.8 on US-287 at 9:30am. The purpose of the conference is to answer questions related to this bid and to provide a site inspection of the rest area complex. Bids will not be accepted from anyone not attending this "Pre-bid conference and site inspection".

2.6. UNSATISFACTORY WORK

Work rejected by the Department as unsatisfactory shall be corrected by the Contractor prior to final inspection, acceptance and payment.

Contractor shall immediately proceed to remedy listed defects within twenty-four (24) hours Notice of Observed Defects has been issued by the Department.

Should the Contractor fail to respond to the Notice of Observed Defects or not remedy the defects, the Department reserves the right to have unsatisfactory work corrected at the expense of the Contractor.

Nothing herein stated shall obligate the Contractor to remedy defects caused by the Department's abuse of that work.

2.7. CLEAN-UP:

2.7.1. The Contractor shall keep the premises free from debris and accumulation of waste;

2.7.2. Remove all construction smears and stains from finished surfaces;

2.7.3. Remove all surplus materials, tools and construction equipment before requesting final payment from the Department.

2.8. SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any part of the resulting Purchase Order without the prior written consent of the DEPARTMENT, or to any person who is currently a Montana State employee during any part of the period of the resulting purchase order..

2.9. INDEPENDENT CONTRACTOR

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the resulting purchase order. A successful bidder, who, during the post-bid period or during the term of the resulting purchase order, becomes a Montana State employee, must immediately notify in writing the Department's Field Maintenance Chief. Contractor agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the resulting purchase order who is a Montana State employee, the resulting purchase order is subject to immediate termination.

It is expressly agreed that the Contractor in fulfilling the terms of the resulting purchase order is not an employee of the DEPARTMENT, but is solely an INDEPENDENT CONTRACTOR and not an employee of the DEPARTMENT.

2.10. CONFIRMATION OF AWARD/NOTICE TO PROCEED

After award has taken place, the successful Contractor will receive a "Request for Documents Notice" letter from the Purchasing Services Section. The "Request for Documents Notice" letter is not authorization to proceed with the project.

The purpose of the letter is to notify the Contractor that he/she must secure (a) proof of workman's compensation insurance coverage or exemption, (b) proof of liability insurance coverage and that these documents must be received by the Purchasing Services Section, Attn: Richele Parkhurst, 424 Morey Street in Billings, before a "Notice to Proceed" with the project can be given.

Upon receipt by the Purchasing Services Section of the Contractor's proof of insurance, a purchase order will be officially signed. Receipt of the signed original purchase order by the Contractor shall be the Department's official "Notice to Proceed" with the project.

2.11. CIVIL RIGHTS

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance:

Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2.12. MONTANA PREVAILING WAGE REQUIREMENTS

2.12.1. MONTANA RESIDENT PREFERENCE

The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

2.12.2. STANDARD PREVAILING RATE OF WAGES – BOOKLET ATTACHED

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Rest Area Maintenance dated 2010.

2.13. COST/PRICE ADJUSTMENT

After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the Department.

3.0. SCOPE OF WORK

3.1. DESCRIPTION OF WORK

The Montana Department of Transportation (Department) is seeking bids from caretaker management firms or individuals for the maintenance of the Reynolds Pass Rest Area located in Madison County on US-287 milepost 15.8. (Refer to Exhibit I, Location Maps) [These maps show specific work requirements. Copies of these maps will be distributed at the site inspection.]

The work shall include, but not limited to, furnishing labor, equipment, supplies not provided by the Department, tools and materials required to effectively maintain and operate the rest area including the rest rooms, grounds, parking lots and all other facilities within the rest area proper.

The scope of the work does not include the maintenance, repair, or removal of snow from the parking lots including entrances and exits to the parking lots of the rest area.

In addition to the routine work outlined in this document, the resulting purchase order requires a Contractor or Contractor's representative capable and authorized to confer on a daily basis with the Department's representative concerning situations and problems that arise and to be on call for emergencies.

Prior to commencement of work, the Department will arrange a meeting with the Contractor to discuss the resulting purchase order terms and work performance requirements. At this time, an inspection of the rest area will be conducted jointly to document conditions that exist. The Department is responsible for corrections of any identified substandard items listed as a result of the inspection.

All mechanical, electrical, plumbing, etc. work must be within codes and performed by appropriate licensed tradesperson.

3.2. WORK LOCATIONS AND SCHEDULES

The Rest Area is located 33 miles from Ennis, MT on US-287 milepost 15.8.

The following schedules will apply as designated in Exhibit IV.

Twice Daily Schedule

The Contractor shall provide appropriate personnel to service and clean the restrooms a **minimum of two times a day, seven days per week.**

The first service and cleaning for each site shall be between 6:00 am and 9:00am, and the second service and cleaning shall be between 4:00 pm and 7:00 pm.

The cleaning requirements are based on minimum service levels required to keep the site refreshed throughout the day. The Contractor shall provide additional cleanup and care during periods of high use and, if necessary, through temporary closures, holidays and weekends.

In addition to routine janitorial services the Contractor will be responsible for, but not limited to, the following typical maintenance duties:

Toilet, Urinal, and Sink – Repair and/or Replace

1. Repair and/or replace flush valves.
2. Unclog toilet, urinals, and sinks.
3. Repair and/or replace partitions doors and hardware.

Doors – Repair and/or Replace

1. Touch up paint to maintain appearance.
2. Replace push plates, kick plates and door pulls.
3. Maintain hydraulic closures.

Fixtures – Repair and/or Maintain

1. Soap and paper dispensers.
2. Electric hand dryers.
3. Hose bibs, plumbing, and water heaters.
4. Drinking fountains.
5. Mirrors.
6. Electrical lighting bulbs (except high-level parking lot lights).
7. Information signs.

Painting – touch up to maintain appearance of:

1. Rest room walls/stalls.
2. Woodwork on arbors and buildings.
3. Information signs.
4. Doors.
5. Arbors and picnic tables.

Sprinkler Systems

1. Replace heads.
2. Maintain sprinkler-watering zones timing.

3.3. INVENTORY OF REST AREA AND PORT-OF-ENTRY FEATURES

Picnic shelters	Three (3)
Picnic tables	Three (3)
Outside garbage cans	Four (4)
Furnace/air conditioner	One (1)
Hot water heater	One (1)
Toilets	One (1) men, Two (2) women
Urinals	One (1)
Hand dryers	Two (2)
Sinks	Two (2)
Mirrors	Two (2)
Drinking faucets	One (1)
Inside garbage cans	Two (2)
Baby seats	Two (2)
Outside benches	One (1)

3.4. GENERAL REQUIREMENTS

Under the terms of the resulting purchase order, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises that are the subject of the resulting purchase order.

The Contractor shall provide all labor, equipment, tools, materials and supplies (except as specified below) necessary to provide minor maintenance services associated with the facilities, landscaping, water supply, and heating systems to effectively maintain and operate the rest areas.

The Department agrees to furnish only the following:

- | | |
|------------------------------|-----------------------------------|
| a) Paper Products | g) Deicer Materials for sidewalks |
| b) Garbage Bags & Containers | h) Graffiti Removal Chemicals |
| c) Light Bulbs | i) Sprinkler heads |
| d) Touch-up and other paint | j) Filters |
| e) Kavik cleaner | k) Fertilizer |
| f) Cleaning chemicals | |

The Contractor shall provide the appropriate personnel to maintain the rest area facilities in a safe, sanitary, clean and attractive manner in accordance with the terms and conditions of the resulting purchase order.

The Department will post a phone number and address for complaints. The Contractor shall provide a 24-hour phone number for emergency repair notification that will be posted with the complaint number. Any complaints received by the Department will be shared with the Contractor.

The Contractor agrees to have a phone during the duration of the resulting purchase order and shall provide the Department with the name(s) and telephone number(s) of all on-call personnel.

Contractor personnel may assist the Department's appointed representative in making random on-site facility inspections and in coordinating other operational requirements. All site inspection deficiencies and recommended corrective actions will be shared with the Contractor.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the rest area. In the event of illness or injury to visitors or others while in the rest area, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Department any suspected hazardous material spills. The Contractor shall barricade the area. The Contractor shall not attempt cleanup and will keep people away until qualified authorities decide on proper action.

The Contractor shall report all incidents such as vandalism, excessive occupancy, camping, etc., to the Department daily. The Department shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

The Contractor shall monitor the activities of organizations granted special use permits for serving refreshments and report any noncompliance with the permit terms. The permit terms require that the rest area grounds, or area used by the organization, be cleaned by the organization at termination of their use period so that no additional work will result for the Contractor.

The Contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The Contractor or its' employees cannot have pets; or children requiring the supervision of the Contractor or its' employee, on site while performing work on the rest area.

In the event questions concerning areas of responsibility and duties arise, the Department shall have final authority.

3.5. WORK DETAIL - CLEANING/SERVICING REQUIREMENTS

A. Restrooms

Floors, toilet partitions, doors, toilets, urinals, baby changing tables, hand dryers, wash basins, soap dispensers and mirrors shall be scrubbed thoroughly, with additional cleaning as necessary.

After being washed, fixtures shall be wiped dry with a clean rag and floors shall be dried by either forced air or dry mopping.

Garbage containers shall be emptied, cleaned, and lids washed during the morning cleaning, or more often if necessary.

Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of toilet paper should be in evidence in each stall. Odor-suppressant materials such as urinal blocks and air deodorant shall be used and replenished as determined suitable to control odors.

Windows, walls, ceilings and light fixtures shall be scrubbed weekly with soap and water, or appropriate cleaner, and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed.

The entire inside of the restrooms shall be deep cleaned at least twice a month or more often if required to maintain in original condition. The Department will provide the necessary equipment and chemicals to accomplish the deep cleaning.

The heating or cooling system shall be operated and maintained as necessary with desired temperature 15 to 21 C (60 F to 70 F) winter; 18 to 27 C (65 F to 80 F) summer, to assure proper air circulation/exchange is taking place inside the restrooms.

The Department shall provide soap, paper goods, garbage bags, mechanical or electrical odor control and cleaning supplies. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface inside the restrooms.

B. Plaza Areas (outside the restrooms)

Walkways, doors, water fountains, benches and display areas shall be thoroughly cleaned each day, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance.

Rough surfaces shall be brushed and/or swept clean as necessary and shall be pressure washed a minimum of once every three months on 90-day intervals except during winter weather conditions.

C. Grounds and Parking Lots

All trash, paper, other litter and pet waste shall be removed from the grounds, (core area around restrooms), ramps and parking areas once per shift, or more often if necessary. (**See Exhibit I showing core area.**) All types of litter shall be removed from the surrounding areas daily. All garbage containers shall be emptied, cleaned and lids washed if dirty, and fitted with new bags as often as necessary to avoid overflow.

The Contractor should use his judgment to determine whether an almost empty garbage bag actually needs to be replaced. The Contractor shall notify the Department when garbage containers need replaced due to damage, normal wear and tear, etc.

The Contractor will be responsible for collecting and transporting all litter, debris and garbage to a site designated by the Department. The designated site is located at the BLM Fish and Game access, 8 miles north of the Reynolds Pass rest area.

Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions.

Parking areas, sidewalks and walkways shall be inspected and debris removed at least once per workday or as needed.

The Contractor shall be responsible for removing snow and ice from the pedestrian walkways to provide bare walkways for safe access. The pedestrian walkway applies only to the walkways in front of the rest area from the parking lot to the restrooms themselves. This does not apply to the walkways to the picnic shelters and picnic tables. Pick-up trucks or heavy tractors with snowplows or blades are not allowed on the pedestrian walkways in the rest area.

The Department will be responsible for snow removal from the parking lots area.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface in the rest area. If the graffiti problem persists, or is of a violent or obscene nature, the problem shall be reported to the Department immediately.

Public telephone(s) shall be cleaned and sanitized once daily; any operational problems are to be reported to the telephone company and to the Department.

D. Arbors and Tables

Picnic tables, benches and floors shall be cleaned according to the schedule in Exhibit II, or more often if necessary, with biodegradable soap and water, using brushes, rags, sponges or other power-cleaning equipment that will clean and sanitize.

The morning cleaning must be completed by **9:00** am and the afternoon cleaning is to be completed by **7:00** pm.

Brushes, cloths or sponges, which have been used for cleaning in restrooms, shall not be used to clean tables or benches. Do not apply insecticide or disinfectant to the table or bench tops unless the surface can be rinsed off immediately with clean water.

Ceilings, walls and posts shall be pressure washed once per month on 30-day intervals or more often if necessary.

E. Water Supply – from the point it enters the building.

The Contractor shall perform all routine maintenance and servicing necessary for proper operation of the water supply and irrigation systems. Take samples and provide to the Department to perform water tests if required.

F. Sewage System – from the point it enters the building.

The Contractor is responsible for unclogging toilets, urinals, and sinks. The Department is responsible for sewage system main drains.

G. Irrigation System

The Contractor shall operate and perform all maintenance and routine servicing of the irrigation system in accordance with good practice.

1. Check program controllers each week.
2. Visually check each week for proper coverage while in operation through each zone.
3. The Department will be responsible for winterizing and spring startup.

NOTE: Any damages as a result of failure to carry out any of the duties listed above in a proper manner or at the proper time shall be corrected and repaired at the Contractor's expense.

H. Heating and Cooling/Ventilation

1. The Department will have the heating and air-conditioning/ventilation systems inspected and serviced once each fall and spring to ensure proper operation.
2. The Contractor will be responsible for changing air filter, at least once a month, or more often if required. (Filters will be provided by the Department)
3. Clean vents at least weekly.

I. Miscellaneous

The Contractor shall provide safe storage for found articles and shall deliver unclaimed articles weekly to the Department. All incidents of lost/found shall be recorded in the daily checklist and log. (See Exhibit II.)

J. Water Meter/Door Counter

The Contractor shall be responsible to read and log the door counter and water meter. Log sheets will be provided.

3.6. WORK DETAIL - MAINTENANCE REQUIREMENTS

The Contractor shall:

Maintain in good working condition all fixtures in the rest rooms including, but not limited to, soap dispensers, hand dryers, mirrors, urinals, toilets, wash basins, water fountains, toilet partitions and all doors, hinges, latches and supports.

Maintain in good working order the plumbing fixtures, which shall include repairing, cleaning or replacing defective valves, unstopping clogged toilets, urinals, sinks, traps or grates, repairing leaking faucets or yard hydrants.

Be responsible for routine oiling of motor and fan bearings and clean or replace new filter pads for the heating and cooling system once a month or sooner as needed.

Install all replacement light bulbs to light fixtures that are attached to the building and the replacement and information kiosk. The high-level parking area lights will be maintained by the Department.

Be responsible for pruning and trimming (dead branches and any limbs or branches obstructing the walk ways) trees and shrubs.

Be responsible for controlling or removing weeds in the lawns, flower/wild flowerbeds, gravel, blanketed areas (bare ground) and landscaped areas (shrub beds).

Be responsible for mowing lawns to maintain a height of not less than 2 inches nor more than 4 inches. Pet areas to maintain a height of not less than 4 inches nor more than 6 inches. The natural areas will be maintained by the Department.

Be responsible for edging and trimming along all curbs and sidewalks and pet areas.

Be responsible for removing lawn clippings, needles and leaves from the lawns, buildings and arbors.

Be responsible for irrigating all areas including lawns/shrub beds designed for irrigation and in accordance with good irrigation practices and schedules established by the Department. Sprinkler system shall be set to come on and off at a time to be determined by the Department and the Contractor to ensure proper watering of the lawn, shrubs, and trees.

3.7. WORK DETAIL - REPAIR AND REPLACEMENT REQUIREMENTS

The Contractor shall:

Be responsible for replacing unserviceable or broken parts in the plumbing, heating and cooling and irrigation system. Maintain an inventory of Department provided plumbing and other repair parts and supplies to ensure continual operation of the restrooms and irrigation system.

Be responsible for replacing unserviceable or broken fixtures, including toilet seats, valves, partitions, doors, soap dispensers, toilet paper dispensers, mirrors and other related fixtures with Department provided fixtures. The Department will make the final determination if a fixture needs replaced.

The Department will:

Be responsible for major repairs to the sewage system and related facilities, the water system including the well, major plumbing and pump; primary valves and controls for the irrigation system, the heating and cooling system and electrical repairs. Major repairs shall be defined as any repair or replacement that requires a licensed tradesperson. The Department will coordinate these repairs.

Be responsible for providing replacement fixtures for the rest rooms and rest area proper, including, but not limited to: urinals, toilets, toilet seats, water fountains, sinks, valves, partitions, doors, soap dispensers, toilet paper dispensers, mirrors, benches, arbors, picnic tables and garbage containers.

Reserve the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

3.8. SAFETY REQUIREMENTS

The Department will furnish signs and barricades for emergency closure of the rest area. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions must be used when power equipment is operated.

The public shall be permitted use of rest rooms during cleaning if they so request.

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation.

The Department will provide a first aid kit. The Contractor shall keep the first aid supplies stocked at all times. The resident caretaker may attend a first aid course (conducted by the Department) if he or she so desire.

The Contractor and/or employees are not security personnel. All security or safety issues are to be reported to appropriate law enforcement entity and the Department immediately.

The Department will maintain security cameras if equipped.

3.9. CONTRACTOR'S EMPLOYEES

Each employee shall wear a visible easily read identification badge that contains the Contractor's and the employee's names. Because work performed on the rest area reflects directly on the Department, especially in the eyes of the traveling public, Contractor's employees must dress in a professional and appropriate manner (i.e., clothing that appears clean, no shabby or ragged clothing, no halter/tank tops, no very short cutoffs, etc.)

Employees are prohibited from having firearms in their possession while on site. They also may not be in possession of any non-prescription or illegal drugs, or prescription drugs that are not currently prescribed to them. They may not be under the influence of any alcohol or drugs, prescription or otherwise, while on-site or performing work under the purchase order.

Employees shall treat the public in a friendly, courteous manner.

The facility has an informational Kiosk to answer questions and provide general traveler information. The Department will train Contractor's employees in the use of the Kiosk.

Contractor employees should be well informed on local road conditions, detours, and tourist attractions.

The Department reserves the right to require the Contractor to remove employees performing any duties associated with the resulting purchase order who endanger persons or property, who are in violation of any of these requirements, or whose continued employment does not serve the best interest of the Department.

3.10. RECORDS

The Contractor shall keep a daily checklist and log which will be kept on site and available to the Department at any time. The checklist and log shall contain time and details of unusual activity (accidents, vandalism, etc.), lost and found articles, traffic counter reading, etc. A sample Daily Checklist and Log is attached as Exhibit II. The checklist and log shall be kept in the storage or mechanical room and be available for inspection by Department personnel.

Copies of the Daily Logs will be mailed or delivered to the Department no less than twice a month to the location listed below:

Montana Department of Transportation
PO Box 1110
Bozeman MT 59771-1110

3.11. DEPARTMENT'S RESPONSIBILITIES

A. Utilities

The Department will provide all utilities, including electrical, water and sewer for the rest area proper.

B. Grounds, Parking Lot and Roadway

The Department will be responsible for all repairs to pavement, walks, curbs and high-level parking lights. If the Department determines that any damage is the result of a negligent act by the Contractor, the cost of repairs shall be the responsibility of the Contractor.

C. Signs and Symbols

The Department will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall do emergency closure of the rest area by use of the signs, barricades, and deployment plan provided by the Department. The Department must approve closures. The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is to be reopened. The Department shall be notified immediately of any emergency.

D. Tourist Information

The Department will approve all maps and brochures to be displayed in the rest areas.

E. Fire Extinguishers

The Department will furnish fire extinguishers for emergency use by Contractor personnel. Monthly inspection (30 day intervals) of fire extinguishers shall be the responsibility of the Contractor and should be noted in the daily log. The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging. The Department will replace and/or recharge extinguishers.

F. Special Use Permits

Permits may be issued by the Department, for use of the rest area by private non-profit organizations, for such activities as providing free refreshments to travelers during a specific time period. Inquiries about such permits shall be directed to the Department. The Department will provide the Contractor a copy of any such permits issued.

G. Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to the Department for reply. Copies of any complaints received, or responses issued by the Department will be provided to the Contractor.

H. Acts of Nature

The Department will be responsible for all damage and other problems caused by acts of nature.

I. Inspection

The Department will perform inspection(s) to ascertain the Contractor's compliance with requirements. The Contractor's designated supervisor may accompany the Department representative when inspections are made, but no advance notice of inspection time will be given. Refer to Exhibit III for the Department checklist and scoring criteria for each item.

The Department will allow adjustment only for the following reasons:

- Acts beyond the control of the Contractor
- Inspections performed during a large influx of visitors, such as a bus tour
- The Contractor demonstrates that broken or malfunctioning items noted were repaired within 5 working days of the inspection

3.12. REST AREA CLOSURE

In the event that the rest area or one of the rest areas specified in this IFB is to be closed for a period of more than two weeks for any reason (such as fire, vandalism, sewage or water system problems, highway construction, rest area renovation, reduction of funding, etc.) it is agreed by the parties that, upon written notification by registered mail from the DEPARTMENT to the CONTRACTOR, payments provided for in the resulting purchase order, will be discontinued starting two weeks after the date of postmark.

If the notification of closure falls between monthly payment periods the amount due will be prorated based upon the monthly rate and the number of days worked prior to the date payment will be discontinued.

When the rest area becomes operational, payment will commence from the first day the services are rendered. If services are provided for less than one full month, payment will be for the number of days worked based on the monthly rate.

If this IFB is for maintenance services on a dual rest area and only one facility is taken out of service, payments will be reduced by 1/3, based upon the monthly rate.

The DEPARTMENT may terminate the resulting Purchase Order for any of the closure causes listed above.

3.13. PURCHASE ORDER EXTENSION

The resulting purchase order may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of seven (7) years, [six (6) additional years]. This extension is contingent upon legislative appropriations and in no case may the resulting purchase order run longer than seven (7) years. Extension of the resulting purchase order will be possible only by way of duplication of the terms, conditions and prices of the original existing purchase order.

Any intention to extend the resulting purchase order must be initiated in writing prior to the termination date of the existing purchase order or termination date of the purchase order, which has been previously extended.

The resulting purchase order term is for the period May 1, 2010 through October 31, 2010.

3.14. PAYMENT REQUIREMENTS

The making and acceptance of payment for work, or material replacement, performed by the Contractor shall constitute a waiver of all claims by the Contractor, other than those arising from faulty work and of all or any claims by the Contractor previously made and unsettled.

Payments shall be made as provided:

- Upon satisfactory completion of services specified herein, the Contractor shall be paid monthly as soon as possible after receipt of invoices.
- Upon satisfactory completion of repairs, the Contractor will be paid the invoice price for materials not purchased by the Department. Each submitted invoice shall be itemized to show each item of the materials used. If outside expertise is required to make the repairs, the Department will pay the invoice. The Department must approve all repairs and materials in advance.
- Payments otherwise due may be withheld for substandard or defective work not remedied. The Department will provide written explanation to the Contractor of why payment is withheld.

3.15. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the Division Maintenance Chief in writing of their intent to file a claim. If such notification is not given, and the Division Maintenance Chief is not afforded the opportunity by the Contractor for keeping strict account of actual costs, as required, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement, and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made by the Division Maintenance Chief who will notify the Contractor of the decision in writing.

The Division Maintenance Chief's decision will be final and conclusive unless, within 30 days from receipt of the Division Maintenance Chief's letter, the Contractor appeals in writing to the Chief of the Purchasing Services Section in Helena. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Services Section Supervisor, along with the Maintenance Division Administrator, will review the claim and notify the Contractor by certified mail of the decision. This decision will be final and conclusive upon the State and the Contractor, unless subsequently changed by a court of competent jurisdiction. The Contractor shall exhaust their administrative remedies in the manner provided herein prior to the further pursuing their claim as prescribed by law.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the resulting purchase order and in accordance with the Division Maintenance Chief's decision.

3.16. COMPLIANCE

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions in this rest area, the Contractor will have 24 hours in which to respond in person to the complaint, at the Bozeman Maintenance Division office to remedy the problems. Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the resulting purchase order as provided in Section 3.17 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the Department may require periodic and joint inspections of the rest area with the Contractor to discuss and point out Contractor violations. Failure of the Contractor to attend these inspections may result in termination of the resulting purchase order.

3.17. TERMINATION

The resulting Purchase Order may be terminated for failure to provide the services or accomplish work enumerated herein. Upon receiving written notice from the DEPARTMENT, the CONTRACTOR has 24 hours to cure the failure; the CONTRACTOR'S failure to cure the failure within the time allowed will be grounds for the immediate termination of the resulting Purchase Order.

The resulting purchase order may be terminated by the DEPARTMENT without cause; the party DEPARTMENT must give written notice of intention to do so to the CONTRACTOR at least thirty (30) days prior to effective day of termination, unless immediate termination is necessary.

If the Contractor fails to provide services required by the resulting purchase order or such services within the time specified herein or any extension thereof, the Department may, by written notice of default to the Contractor, cancel the whole or any part of the resulting purchase order upon written notice.

The Department may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, cancel the resulting purchase order upon written notice to the Contractor.

The above remedies are in addition to any other remedies provided by law or the terms on the resulting purchase order.

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the resulting Purchase Order. A successful bidder who, during the post-bid period or during the term of the resulting Purchase Order, becomes a Montana State employee, must immediately notify in writing the DEPARTMENT'S Purchasing Services Section. CONTRACTOR agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the resulting Purchase Order who is a Montana State employee, the resulting Purchase Order is subject to immediate termination.

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the resulting purchase order, the Department, after seven days' written notice to the Contractor, may, without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the resulting purchase order and take possession of all materials, tools, fixtures, and finish the work by such means as the Department sees fit, and if the unpaid balance of the resulting purchase order price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor or their surety shall pay the difference to the Department.

4.0. AWARD PROCESS

Award will be made to one (1) Contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation for Bid #HWY-309524-RP.

The prospective Contractor may take "exception" to the bid terms, conditions, requirements or specifications as stated; or, the prospective Contractor may submit an "alternate" proposal. However, the Department reserves the right to disqualify any or all bids submitted which include either "exceptions" or "alternates." Additionally, the Department reserves the right to reject any or all bids, if rejection is deemed to be in the Department's best interest.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

5.0. QUOTE SECTION

Provide all labor, materials, equipment and incidentals necessary to perform Rest Area Maintenance as stated under "Scope of Work". The resulting purchase order term is for the period May 1, 2010 through October 31, 2010.

Cost per Month: \$ _____

Extension for Six (6) Months: \$ _____

-

- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Review Standard Terms and Conditions
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Review and complete all requirements listed herein to ensure compliance

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**REST AREA MAINTENANCE
DAILY SAFETY CHECK LIST****EXHIBIT II**

Rest Area Name and Location: RAYNOLDS PASS, US-287 MILEPOST 15.8

	Activity Check List – Check Items Completed	Time Completed
1	Women's Restroom	am pm
	Clean Toilets, Check Operations, and Wash Partitions	
	Clean Sinks, Counters, Mirrors, and Baby Changers	
	Clean Hand Dryers and Check Operations	
	Clean and Fill Soap Dispenser	
	Clean and Mop Floors	
	Empty Garbage Containers	
	Remove or Cover Graffiti	
2	Men's Restroom	am pm
	Clean Toilets, Urinals, and Check Operations and Wash Partitions	
	Clean Sinks, Counters, Mirrors, and Baby Changers	
	Clean Hand Dryers and Check Operations	
	Clean and Fill Soap Dispenser	
	Clean and Mop Floors	
	Empty Garbage Containers	
	Remove or Cover Graffiti	
3	Unisex Restroom	N/A am pm
	Clean Toilet and Wash Partitions	N/A
	Clean Sink, Counters, Mirror and Hand Dryers	N/A
	Clean and Fill Soap Dispenser	N/A
	Clean and Mop Floors	N/A
	Empty Garbage Container	N/A
	Remove or Cover Graffiti	N/A
4	Lobby and Hallways	N/A am pm
	Sweep and/or Mop Lobby and Hallway Floors	N/A
	Clean Lobby Windows	N/A
	Clean Counters and Kiosk	N/A
	Clean Benches and Seating Areas	N/A
5	Sidewalks, Parking Lot and Arbors	am pm
	Clean Sidewalks and Plaza Area	
	Empty Garbage Containers	
	Pick Up Litter and Trash Outside	
	Clean Picnic Tables and Arbors	
6	Mow Lawn/Pet Area As Needed – REMOVE CLIPPINGS	am pm
7	Replace Security System Tape	N/A am pm

Comments: (Lost and Found, Repairs, Vandalism, etc.) _____

(Signed) Contractor's Representative

Date_____

Time_____ (am pm)

Records must be maintained on site and turned into the appointed contract compliance officer two times a month. (White copy to Department, Yellow retained by Contractor)

CONTRACT COMPLIANCE REVIEW**EXHIBIT III**

Date _____ Time _____ am/pm
 Facility Name/Dist. _____
 Contractor Name/Rep. _____
 Department Rep. _____
 Inspection by. _____

Ratings:
 (0) Unacceptable
 (1) Needs Improvement
 (2) Contract Minimums
 (3) Exceeds Minimums
 (NA) Not Applicable

No.	DESCRIPTION	RATING	COMMENTS
1	Driveways and parking lots clean of debris and litter.		
2	Sidewalks Clean of all spills, dust, dirt, sand and of all snow or ice.		
3	Garbage Containers clean and not overflowing.		
4	All lawns between 2 and 4 inches and all lawns, trees, shrubs, and landscaped areas are neat and appear healthy and well maintained.		
5	Natural Areas preserved and litter and trash free.		
6	Pet Areas – neat, clean and free of any pet litter or trash.		
7	Building exterior clean and neat free of cobwebs, dirt and grime. Windows clean. No graffiti.		
8	Picnic Tables and arbors floors neat, clean and free of trash and litter. Cobwebs removed. No graffiti.		
9	Information Signs / Kiosk clean and free of cobwebs, litter and graffiti.		
10	Foyer clean for public use. Walls and ceiling free of cobwebs, dirt, grime, and graffiti. Lights are all working.		

ITEM	FACILITIES	RATING	COMMENTS	
			Men's	Women's
11	Restroom floors are clean. Partitions are clean and free of graffiti and all fixtures operate properly.			
12	Urinals/Toilet Stools surfaces are free of dust, grime, stains, and fingerprints. Toilet paper – minimum half roll present. All are operating properly.			
13	Sinks, counter surfaces free of dust, grime, stains, and fingerprints. Faucets and drains operate properly.			
14	Mirrors clean, functional.			
15	Hand Dryers, Soap, Dispenser, Baby Changers – surfaces clean and free of dust, dirt, grime, stains, and fingerprints. All units are operational.			
16	Is deep cleaning necessary to remove buildup of dirt and grime on the floors, floorboards, corners, and walls?	No rating	Yes No If yes schedule additional deep cleaning.	Yes No If yes schedule additional cleaning.
17	Heating – Air Exchange. Temperature settings are at the desired levels and/or do the settings need to be adjusted.			
18	Lighting - Skylights. All lighting and skylights are operating properly, clean, and free of cobwebs.			
19	Butt Receptacles neat and clean.			
20	Mechanical and/or Storage Room(s) free of clutter, dirt and cobwebs. Fire extinguisher and first aid kits are full and ready in case of an emergency.			

ITEM	FACILITIES	RATING	COMMENTS
21	Custodian's Appearance neat and clean. Was employee wearing I.D. badge		
22	Record Keeping/Daily Log. Daily records being maintained and available.		
23	Public Telephones clean and operational		
24	Irrigation System – lawn appears green, healthy and irrigated on a regular basis.		

Sum of Ratings ==>

Sum of Ratings _____ ÷ _____ Number of Items Evaluated = ____ Final Rating Score

Additional Comments: _____

We agree that the rest area inspection was performed with both parties present and that the ratings as listed above are accurate and were discussed during the inspection.

 (Signed by Contract Reviewer)

 (Signed by Contractor)

Approved for payment to be made to the caretaker for the previous period:

 Maintenance Chief Signature

 Date

REST AREA MAINTENANCE CHECK LIST**EXHIBIT IV**

Frequency Key: Low Use Period(s) Spring, Fall, Winter
 High Use Period(s)..... Summer & Holidays

Fall: September 15th to December 15th
 Winter: December 15th to March 15th
 Spring: March 15th to Memorial Day Weekend
 Summer: Memorial Day Weekend to September 15th

D = daily W = weekly M = monthly Y = yearly
 D2 = 2 x day W2 = 2 x week M2 = 2 x month Y2 = 2 x year
 D3 = 3 X day W3 = 3 x week A = as needed NA = not applicable

Example: Clean Sinks D2/A translates to twice per day or more as needed

Frequency

Task – Facilities	Minimum Results Expected	Low Use	High Use
1. <u>Driveways - Parking Lots</u> Pickup and dispose of all litter. Sweep and clean curbs and gutters.	Parking lots and driveways shall be clean of all debris and litter. Curbs and gutters must be clean.	D/A	D2/A
2. <u>Side Walks</u> Sweep and clean sidewalks. Wash off spilled food, drinks, dirt, sand. Remove snow and ice.	Sidewalks shall be clean of all spills, dust, dirt, sand and of all snow or ice.	D/A	D2/A
3. <u>Garbage Containers</u> Check and replace garbage bags to prevent overflow or unsanitary conditions. Check and clean garbage container and lids.	All garbage containers shall be maintained clean and free of dirt and grime. All garbage bags shall be replaced as often as necessary to prevent overflow.	D2/A	D2/A
4. <u>Lawn –Trees - Shrubs</u> Mow and edge the grassy area. Maintain lawn between 2 and 4 inches in height. Fertilize lawns and trees/shrubs as scheduled. Control undesirable weeds in lawns and/or other areas as required. Prune trees and shrubs as required. Edge lawns, curbs and sidewalks as required. Ensure irrigation system is functioning and timed appropriately to maintain lawn, shrubs, and trees.	All lawns, trees/shrubs and landscaped areas shall have a neat, healthy and well-maintained appearance. All debris, trash and litter in these areas will be picked up at all times and disposed of. All trees and shrubs shall be healthy and well maintained and not suffer from insect and disease damage.	W/A	W/A
5. <u>Natural Areas</u> Clean up and remove all litter and trash and dispose.	Native characteristics shall be preserved and enhanced. Area must be litter and trash free. Wild flower beds and area shall be preserved and maintained to enhance the rest area.	A	A

Task – Facilities	Minimum Results Expected	Low Use	High Use
<u>6. Pet Areas</u> Pick up and dispose of all pet litter and trash. Trim excessive growth as required.	Pet areas shall be neat and clean and be free of excessive vegetative growth and free of any litter and trash.	D/A	D2/A
<u>7. Building Exterior</u> Clean walls, doors, entryway, and windows. Sweep down cobwebs. Remove graffiti. Keep gutters free of debris, leaves and needles.	Clean and neat appearing building exterior free of cobwebs, dirt and grime.	M/A	M/A
<u>8. Picnic Tables – Arbors</u> Clean and scrub all tabletops and benches with soap and water that will clean and sanitize. Wash walls and post as required. Wipe dry. Remove or paint over all graffiti immediately.	All picnic tables, arbors and floors shall be neat, clean and the area free of trash and litter. Cobwebs shall be removed. No graffiti will be visible.	D2/A	D2/A
<u>9. Information Signs/Kiosk</u> Wipe clean Kiosk and Counters. Pick up and dispose of all trash and litter. Clean wooden benches with soap and water. Rinse and wipe them dry.	Information signs and Kiosk must be clean and free of cobwebs, litter and graffiti. All frames and displays must be in good shape. Report if displays need attention or repair.	D2/A	D2/A
<u>10. Building Interior/ Foyer</u> Sweep and mop area. Wash and scrub with soap and water or appropriate cleaner. Sweep down all cobwebs. Remove or paint all graffiti immediately. Clean entire drinking fountain with antibacterial disinfectant. Rinse and wipe dry. Check faucet for leaks and proper operation.	Foyer area is clean for public use. Clean and sanitary drinking fountain that operates properly. Walls and ceilings, especially in the corners, shall be free of cobwebs, dirt, grime and graffiti. All lights are clean and operational.	D/A	D2/A
<u>11. Restrooms Floors, and. Partitions</u> Mop floor with a high strength detergent. Clean all partition walls with a disinfectant cleaner and wipe dry. Remove and/or paint over all graffiti. Make sure doors operate and lock properly. Make sure had dryer are operational. Check to make sure partitions are sturdy and not damaged. Remove graffiti.	Restroom floors are clean and sanitized. Clean and well maintained partitions that are free of dirt, grime and graffiti with doors and all fixtures operate properly.	D2/A	D2/A
<u>12. Urinals/ Toilet Stools</u> Clean and thoroughly scrub with high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if urinals and toilets flush properly. Check and replace odor blocks. Check to make sure adequate supplies of toilet paper and toilet seat covers are present in the dispensers. At least one-half roll of toilet paper shall be in evidence in each stall.	All surfaces, including exterior of urinal, toilet stool and exposed plumbing, are free of dust, grime, stains, and fingerprints. Toilet paper and toilet seat covers shall be available at all times should never run out. Toilets and Urinals operate properly.	D2/A	D2/A

Task – Facilities	Minimum Results Expected	Low Use	High Use
<u>13. Sinks, Counters and Baby Changers</u> Clean and thoroughly scrub with a high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if faucets and drain operates properly.	All surfaces, including counters surrounding the exterior of sink, shall be free of dust, grime, stains and fingerprints. Baby changers are clean and operational. Faucets and drains shall operate properly.	D2/A	D2/A
<u>14. Mirrors</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Remove all graffiti.	All surfaces of the mirror shall be clean, and functional, and free of dust, dirt, stain, grime and fingerprints. No graffiti will be present or visible.	D2/A	D2/A
<u>15. Hand Dryers/Soap Dispenser</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Check to see if hand dryer operates safely and properly. Check to see if soap dispenser has adequate supply of soap and operates properly.	All surfaces of the hand dryer and soap dispenser shall be clean and free of all dust, dirt, grime, stains and fingerprints. Hand dryer and soap dispenser shall operate safely and properly at all times. Soap dispenser shall have adequate supply of soap at all times.	D2/A	D2/A
<u>16. Restroom Deep Cleaning</u> Clean and thoroughly scrub with high pressure washer or appropriate cleaning system to deep clean and disinfect restroom interior. A high strength cleaning detergent containing a deodorant and anti-bacterial agent will be used. Rinse and dry. Check to make sure floor drains operate properly and disinfect traps.	Deep cleaning is necessary to sanitize, disinfect and thoroughly clean the rest room to prevent buildup of dirt and grime on the floors, floorboards, corners, and walls. This cleaning shall be done at low-use periods as scheduled.	W/A	W/A
<u>17. Heating -Air Exchange</u> Check all filters, ducts, grills, and vents to insure heating and air conditioning systems are operating properly. Oil all bearings and other moving parts as required.	Desired temperatures are 50 to 65 degrees in the winter and 65 to 80 degrees in the summer. The air exchange capacity shall meet code requirements of every 15 minutes.	W/A	W/A
<u>18. Rest Room - Exterior - Kiosk Lighting and Sky Lights</u> Clean all light fixtures with a damp cloth. Replace bulbs immediately when burnt out. Remove all cobwebs and dead insects, and clean lens.	All lights shall be clean, free of cobwebs and operating properly at all times. Skylights shall be free of cobwebs and dust.	W/A	W/A
<u>19.Cigarette Butt Receptacles</u> Clean cigarette butt receptacles. Remove and dispose of all cigarette butts and trash. Replace sand as required.	Neat and clean cigarette butt receptacles.	D/A	D2/A

Task – Facilities	Minimum Results Expected	Low Use	High Use
<u>20. Mechanical/Storage Room</u> Keep mechanical/storage room clean, organized and free of litter. Keep up-to-date MSDS sheets on all cleaning products in a visible place and easily accessible in case of emergency. Check fire extinguishers. Check first aid kit.	All mechanical/storage rooms shall be free of clutter, dirt and cobwebs. Fire extinguisher and first aid kits shall be full and ready in case of emergency.	W/A	W/A
<u>21. Caretaker Appearance</u> The caretaker shall wear an I.D. badge, which contains Contractor and employee's name.	Caretaker and Contractor employees shall be neat and clean at all times. Employees shall be friendly and courteous to rest area users. Employees shall wear I.D. badges at all times while working within rest area complex.	D	D
<u>22. Record Keeping/ Daily Log</u> Keep a daily log listing activities completed. Enter unusual or required information (i.e. traffic counts, lost and found articles, accidents, vandalism). Keep the daily log in the mechanical room.	Daily logs and records shall be maintained every time cleaning activities occur. Logs will be maintained on site and be available for Department inspection. Daily sheet, logs and records shall be delivered twice a month to the Department.	D2	D2
<u>23. Public Telephones</u> Clean and sanitize public phones/booths once per day. Report operational problems to telephone company and Department.	All public telephones shall be neat, clean and free of stains and fingerprints. Report trouble to telephone company and Department.	N/A	N/A
<u>24. Irrigation System</u> Monitor and service irrigation system controllers to assure that timely and proper coverage of irrigation water is taking place. Replace and/or repair sprinkler heads and broken lines as required.	The lawn shall appear green, healthy, well kept and be irrigated on a regular basis.	W/A	W/A